ity of such signer is a question for the jury. *Rey* v. *Simpson,* 22 How. 341; *Good* v. *Martin,* 95 U. S. (5 Otto) 90; *Patch* v. *Washburn,* 82 Mass. 82; *Cadwallader* v. *Hirshfeld,* 62 N. J. L. 747. The courts of Texas, Louisiana and Arkansas have held that such third party is presumably surety or guarantor. *Cook* v. *Southwick,* 9 Tex. 615; *Syme* v. *Brown,* 19 La. Ann. 147; *Killian* v. *Ashley,* 24 Ark. 511. The rule in New York was that such party is a first indorser. *Moore* v. *Cross,* 19 N. Y. 227. The same rule existed in Wisconsin. *Blakeslee* v. *Hewitt,* 76 Wis. 341, 44 N. W. 1105. In many jurisdictions such signer was held as a second indorser. *Arnot* v. *Symonds,* 85 Pa. St. 99; *De Pauw* v. *Bank of Salem,* 126 Ind. 553; *Jennings* v. *Thomas,* 13 Miss. 617. The Negotiable Instruments Law, now uniform in 34 states and territories, provides for this point as follows: "Where a person, not otherwise a party to an instrument, places thereon his signature in blank before delivery, he is liable as indorser * * *." Unfortunately the Negotiable Instruments law has not been adopted in Vermont, which accounts for the decision in the principal case.

BILLS AND NOTES — NEGOTIABILITY — LAW GOVERNING.— A corporation's promissory note, written and dated in Arizona, was there signed by the president of the corporation, it was then signed in blank on the back thereof by the defendants in California. It was then sent by the indorsers by mail to some place in the state of Kentucky, and there attested by the secretary of the corporation maker. From Kentucky it was mailed to the plaintiff bank in Arizona, at which place it was made payable. *Held,* the note became an Arizona contract, as affecting the question whether it was negotiable. *Navajo County Bank* v. *Dolson et al.* (Cal. 1912) 126 Pac. 153.

The question whether a note is negotiable in form is to be decided by the law of the state where the note is made and payable, not that of where it is written, signed and dated. 1 DANIEL, NEG. INST. §.865; *Connor* v. *Donnell,* 55 Tex. 167; *Freese* v. *Brownell,* 35 N. J. L. 285; *Gay* v. *Rainey,* 89 Ill. 221. The law of the jurisdiction where the action is brought has no bearing on the question of negotiability. *Cope* v. *Daniel,* 39 Ky. (9 Dana) 415; *Warren* v. *Copelin,* 4 Metc. (Mass) 594; *Clark* v. *Woolen M'fg. Co.,* 15 Wend. 256. In an action by an indorsee of a note made in a state other than that in which the action is instituted, it must be alleged and proved that by the laws of such state the note was negotiable, and that it was indorsed to plaintiff. *Rutledge* v. *Read,* 3 N. C. (2 Hayw) 428. The negotiability of a note executed in a foreign state will be determined according to the common law, where the statutes of such state relating thereto are not pleaded. *Holmes* v. *Bank of Ft. Gaines,* 120 Ala. 493. In this respect the states of the Union are foreign to each other. 1 DANIEL, NEG. INST. § 863. Although the interpretation of a negotiable instrument is determined by the lex loci contractus, the remedy is governed by the place where the suit is instituted. *Corbin* v. *Planter's Nat. Bank,* 87 Va. 661.

BOUNDARIES—STREET—LAND MADE BY CHANGE IN STREET. Plaintiff had platted certain ground outside the city of L. and sold lots by warranty deeds, describing the lots as fronting and abutting on the M. road, an established

highway. Later the city annexed the property and laid out M. street, the border of which was in many places beyond the center line of the old M. road. Defendants, purchasers of lots on M. road before such incorporation, were in possession of the land in front of their lots up to the new street, and plaintiff brings ejectment to recover such land. *Held,* that defendants' lots originally extended to the center of the old M. road, and that plaintiff had estopped himself by his warranty deed from claiming anything in front of the lots between that center line and the border of M. street. *Williams* v. *Johnson,* (Ky. 1912.) 149 S. W. 821.

The proposition that a deed granting land abutting on a street generally carries the fee to the center of the street is an accepted and established rule. 5 Cyc. 905, 4 A. & E. Enc. 809. Elliott, Roads and Streets, 2nd Ed. 782. The second doctrine laid down by the court is based on only one case cited in the opinion. *Bland Ballard* v. *City of Louisville,* 3 Ky. Opinions 31. No other case seems to have hit squarely upon this point, but analogous cases and rules of text and note writers seem to be against it. The Georgia court is responsible for a ruling in an analogous case which is directlyopposite to that laid down in the principal case:—"But a public road, of course, may change, and when this occurs the boundary does not change with it. When the road is moved or transferred to other soil, the boundary remains behind. A boundary line which was coincident with a border of the road, will not rest upon the corresponding border in the new position:" *Brantly* v. *Huff,* 62 Ga. 532. Elliott, Roads and Streets, 2nd Ed. § 886, gives a similar doctrine, contrary to the decision of the Kentucky court. The general rule is that upon the discontinuance, vacation or abandonment of a highway, the land covered by it reverts to the owner of the fee. This general rule governs even in cases where a new and different way is substituted for the one abandoned or vacated."

Commerce.—Interstate Commerce on Route Between two Points in Same State.—A statute of South Carolina provided that every common carrier doing business in the state should transport all freight received for transportation within the state, within a reasonable time after the receipt thereof,and provided a penalty in case of delay without good and sufficient cause. Plaintiff shipped freight from Y to B, both within the state, over defendant's line which, for about twenty miles, runs outside the state. The shipment was delayed, and plaintiff brought this action for the penalty. The jury found that the delay was wholly within the state, and caused by conditions arising wholly within the state, and under the instructions, returned a verdict for the plaintiff. *Held* that the shipment was interstate; that the statute should not be construed to refer to interstate commerce; and that to so construe it would be to put a burden on interstate commerce. *Trayham v. Charleston & W. C. Ry. Co.* (S. C. 1912) 75 S. E. 381.

In *Lehigh Valley Railroad Co.* v. *Pennsylvania,* 145 U. S. 192, in which case the state levied a tax in respect of receipts of the railroad between two points in the state, part of the haul being through New Jersey, it was held that the tax was valid as to that part of the road in the state, the court say-